

# Passaic Valley Sewerage Commission

## REQUEST FOR QUALIFICATIONS

IMPLEMENTATION SERVICES ORACLE ENTERPRISE BUSINESS SUITE  
VERSION12

### SUBMISSION DEADLINE

11 A.M. June 13, 2012

ADDRESS ALL PROPOSALS TO:  
Thomas F. Flanagan, Acting Clerk  
Passaic Valley Sewerage Commission  
600 Wilson Avenue  
Newark, New Jersey 07105

All proposals must indicate on the outside envelope:

RFQ: IMPLEMENTATION SERVICES ORACLE EBS VERSION 12

## 1.1 PROJECT PURPOSE

The purpose of the project is to implement Oracle Enterprise Business Suite (EBS) Version 12, replacing the current financial application, Lawson version 8.0.1.

Current Lawson functionality includes:

Table 1.1.1 Lawson Functionality	
Current Financial Application Systems	
AC	Activity Management
AM	Asset Management
AP	Accounts Payable
AR	Accounts Receivable
BL	Billing
CA	Cost Allocations
CB	Cash Ledger
GL	General Ledger
IC	Inventory Control (Legacy – originally 'Supply Chain' in Lawson)
PA	Personnel (Legacy)
PO	Purchase Order (Legacy – originally 'Supply Chain' in Lawson)
PR	Payroll (Legacy – once used for payroll detail)
RJ	Recurring Journal
RQ	Requisition (Legacy – originally 'Supply Chain' in Lawson)
SY	Synergen (Oracle WAM Interfaces Sub-System)
WO	Work Order (Legacy – originally 'Supply Chain' in Lawson)
Interfaces	*OWAM interfaces to be undertaken by Oracle Services
Account/Budget*	Lawson to OWAM
AP Check Data*	Lawson to OWAM
General Ledger* / JE*	GL: OWAM to Lawson; Journal Entry(JE): Lawson to OWAM
AP Invoice*	OWAM to Lawson
AP Vendor*	OWAM to Lawson
IMCS Customer	Industrial Monitoring Control System to Lawson
LWA Customer	Liquid Waste Acceptance to Lawson
P2 Customer	Pollution Prevention to Lawson
Billing (P2, IMCS, LWA)	Source Systems to Lawson

Interfaces	
AR (IMCS)	IMCS User Charge, Supplemental, CID billing to Lawson
Connections	Billing to Lawson
Miscellaneous	MISC billing and/or AR to Lawson

The proposed solution should accomplish the following:

#### **Phase I**

1. Perform a Gap analysis, understanding and documenting the functionality of PVSC's current Lawson system and planning the configuration of Oracle EBS V 12

#### **Phase II**

2. Plan and execute functional / administrative training for PVSC Core Team
3. Install and configure EBS V 12
4. Map and migrate current data from Lawson to EBS
5. Design and implement custom reports
6. Design Test Plans
7. Design and implement interfaces with other required systems \*
8. Plan and execute end user training
9. Document User Workflows
10. Conduct System Test
11. Conduct Parallel Test
12. Go Live and transition support

#### **Phase III**

13. Warranty & Maintenance

### **Project Timeline**

PVSC needs to 'go-live' with the Oracle EBS system January 1, 2013 and would like to run all functionality in parallel, at minimum, during the months of November and December, 2012.

## 1.2 PROJECT SCOPE

The project scope for implementation of software solutions is listed in the chart below.

Table 1.2 – Project Scope – Oracle EBS to be Implemented	
New Financial Application Systems	
Oracle Financials	Oracle Budgeting
Oracle Financials Intelligence	Oracle Treasury
Oracle Internet Expenses	Oracle iReceivables
Oracle Governance, Risk & Compliance Manager	Oracle Grants Application
Oracle Tutor Application	Oracle EBS UPK Financials
Oracle Business Intelligence Foundation Suite	Oracle Diagnostic Pack
Oracle BPEL Process Manager	Oracle Tuning Pack
Oracle Application Integration Architecture	Oracle Foundation Pack
Oracle Internet Application Server	Oracle Enterprise Database
Financials	
General Ledger	Accounts Payable (check printing)
Accounts Receivable	Billing
Grant & Fund Accounting (non-GAAP)	Project Accounting
Capital Assets	<ul style="list-style-type: none"> <li>Supply Chain in Oracle WAM</li> </ul>
Interfaces	
<p>*Interfaces between Oracle EBS and WAM will be implemented using Oracle's services accelerators built on the Oracle SOA Suite BPEL middleware tool. These services will be performed by Oracle under a separate agreement and must be coordinated with this EBS implementation.</p>	
<b>Additional interfaces will be required for:</b>	
IMCS <> EBS Billing A/R	LWA <> Billing EBS A/R
Miscellaneous Billing A/R	
Custom Reporting	
<p>During the Phase I GAP analysis, the contractor needs to identify all reports required by PVSC that are not provided by Oracle EBS as standard reports. During Phase II, the contractor is required to provide these custom reports. A contingency line-item allowance should be included in the cost proposal for any custom reports not identified in Phase I yet required by PVSC.</p>	

### 1.3 Evaluation Criteria

Prospective partner proposals will be evaluated using the following general criteria:

#### General Qualification Criteria

1. **Lawson Financials / Oracle EBS Experience:** Experience with Lawson and Oracle EBS Financial systems is required; Oracle WAM is a plus.
2. **Team Staffing:** While PVSC appreciates the general firm's experience and capabilities, we will place a premium on the actual experience and capabilities of proposed individuals. Inability to provide firm commitments regarding the team's explicit resource composition and capabilities will adversely affect consideration of your proposal.
3. **Methodology. Phases I & II:** PVSC understands that the methodology and process employed to conduct the Phase I: Gap Analysis can have a profound and formative effect on the value it provides. In considering proposals, we will look forward to evaluating the proposed deliverables, including templates and "cleansed / redacted" examples of prior Project Plans, Methodology descriptions, Deliverables, as well as an understanding how the proposed techniques and processes are used to create them. Please include, in this section, your assumptions regarding the required PVSC staff resources for each phase/milestone.
4. **Maintenance & Warranty. Phase III:** Describe your plan to provide a warranty period and post-implementation technical and business support, including, but not limited to, application and interface tuning, database optimization, business process adjustments.
5. **References:** References for successful implementations of Oracle EBS and work with Lawson Financials is mandatory.

#### Compensation Criteria

6. **Pricing:** PVSC is expecting to receive multiple competitive responses. In that event, pricing clearly serves as a means of differentiation.

## **1.4 Assumptions**

### **Pre-proposal Interviews**

In order to ensure that potential proposers obtain an adequate level of understanding, PVSC requires that prior to proposal submission, the contractor arrange an onsite discovery interview session(s) with PVSC staff to best understand our current configuration and related business practices, including our desired business practice changes.

### **Subcontractors**

Use of subcontractor resources needs to be defined in the proposal.

The Contractor shall not employ any subcontractor that P.V.S.C. may object to as incompetent or unfit; nor shall the Contractor subcontract to any person that has submitted a bid proposal for the award of the contract. Additionally, the Contractor shall not enter into any joint venture of any kind whatsoever relating to the within professional services. P.V.S.C. may waive the provisions of this paragraph in its sole and absolute discretion, upon submission of a written request by the Contractor for a waiver supported by a disclosure of all of the facts and circumstances accompanied by a copy of the joint venture contract agreement or understanding.

The Contractor agrees that it is as fully responsible to P.V.S.C. for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

The Contractor will be required to comply with the requirements of all New Jersey Statutes affecting public contracts; more particularly, but not limited to, the provisions of the Statutes hereinafter recited. All statutes not referred to herein but required by law to be applicable to public contracts are incorporated herein as though fully set forth.

Contractor shall indemnify and save harmless P.V.S.C. against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of P.V.S.C., and/or the Contractor, and shall defend, indemnify and save harmless P.V.S.C. from any and all claims, demands, suits, actions, or proceedings of any kind or nature including workmen's compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of the operations in connection herewith, including operations of subcontractors and acts or omissions of employees or agents of Contractor or its subcontractors. Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of Contractor under the terms of the contract. Contractor shall procure and maintain, at its own cost and expense, any additional kinds and amounts of insurance, which, in its own judgment, may be necessary for its proper protection in the prosecution of the work. Any and all policies of insurance maintained by the Contractor shall be primary without contribution from any insurance carried by PVSC.

### **Compensation Proposal**

PVSC Finance and MIS Departments intend to be active participants in all Phases of this project. When presenting a proposal, please factor the PVSC resources as part of your project team. PVSC anticipates assembling a 'Core Team' of representatives from Finance and MIS and, when required, bringing in resources from other departments.

Experience shows that an engaged client produces a better end result, the increased time for knowledge transfer, deliverable review, etc. has the potential for scope-creep. While the benefits of an involved client are constructive and often desirable, please account for and delineate any overhead this may create when determining your hours and costs.

The compensation proposal needs to be in the form of a “not-to-exceed” amount and must be all-inclusive. It is understood that your capability to accurately determine a **Phase II – Implementation** cost proposal is somewhat dependent on the knowledge gained during the **Phase I – GAP Analysis**; to accommodate this variable and minimize the risks to both the proposer and PVSC: a) PVSC will allot scheduled unbillable time prior to the proposal submission date for each proposer to interview PVSC stakeholders and review current application configuration and business processes, analyze desired PVSC business process changes, understand current interfaces and process dependencies with other PVSC business systems (e.g., Oracle WAM, etc.); b) please include a “Contingency” line item in your **Phase II** price proposal that will be used, upon prior agreement from PVSC, to account for any unforeseen and required functionality that went undetected and unspecified in the **Phase I GAP Analysis** deliverables.

The Compensation Proposal should include labor estimates by:

1. Phase
  - o Milestone
    - Resource Type (e.g, Project Manager, Analyst, etc.)
      - Day/Hours
        - o Rate

The Compensation Proposal shall be submitted in a sealed envelope separate from the Qualification Proposal and identified on the front cover as: “Compensation Proposal”. Compensation Proposal(s) will only be reviewed for the top five (5) ranking qualified respondents based on the General Qualification Criteria as listed.

### **Computer Hardware**

PVSC will provide all specified computer servers, storage, and client computers.

### **Application Environments**

PVSC’s standard business practice is to have at minimum two (2) operating environments: a) Production, and; b) Test. For this project, we will require a third, Development, environment.

### **Travel Expenses, Onsite Work**

Onsite meetings and workshops bear a significant cost related to travel and lodging, however, the benefits of onsite interactions can be positive and justified. While some work can be accomplished with the contractor offsite using webinars and conference calls, it is expected that the majority of the project will be accomplished with face-to-face support.

The proposal should include estimated expenses for travel and lodging, delineated by:

1. Phase

- a. Milestone
  - i. Days

PVSC utilizes reimbursement rates contained in NJ OMB Circular11-05-OMB.

### **Data Migration**

The following chart shows legacy data transaction volume:

YEAR	GL	A/R	A/P
2002	164,201		12,772
2003	131,344		14,559
2004	137,393		16,341
2005	170,594	3,540	13,150
2006	189,310	6,809	13,690
2007	180,294	7,691	13,197
2008	174,815	6,919	13,038
2009	177,939	6,751	12,249
2010	182,757	7,336	13,561
2011	175,467	7,194	11,506
2012 YTD	66,270	2,563	5,012

Migration of summary General Ledger balances for the past seven (7) years is required.

Migration of open item transaction detail is required for 'go live'.

Historical data detail is subject to review based upon ease of migration.

With the legacy Lawson system as the 2012 system of record, and balances moved forward to 2013 requiring modifications will need reconciled in both Lawson and EBS (2012/2013).

## **1.5 Submittals, Documentation & Correspondence**

### **Application Documentation**

All documentation (business practices, procedures, workflows) should be provided in the current version of Microsoft Office products (Word, Excel, Visio, etc.), both hardcopy and electronic formats. Oracle User Productivity Kit (UPK) and Tutor will be used for documentation, testing and training scripts; all documents must be compatible and ultimately be able to be used in the creation of UPK and Tutor procedures.

### **Proposal Submittals**

Proposal submittals should be presented in both hardcopy (10 copies) and native electronic format (e.g., Word, Visio, etc. vs. .PDF).

Proposers should submit a technical proposal that contains the following:

1. The name of the proposer, the principal place of business and, if

- different, the place where the services will be provided.
2. The proposing Company must have more than 5 years experience as an EBS Implementation Firm.
  3. A list of current governmental entity clients.
  4. The education, qualifications, experience, and training of all persons who would be assigned to provide services along with their names and titles.
  5. Statement that neither the firm nor any individuals assigned to this engagement are suspended, or otherwise prohibited from professional practice by any federal, state, or local agency.

## **1.6 Training**

Successful training is a valuable and key component of this project. It is envisioned that some 'up-front' high-level application and system administration training will be required for the 'Core Team' in order to be conversant with Oracle EBS functionality. Subsequent 'end-user' training will be required for application operation.

Training classes are available from Oracle and often delivered at Oracle office locations. As part of this planning and implementation project, the most cost effective and logistically efficient means of guaranteeing superior training is required. Consideration should be given to on-site training at the PVSC Training Center as a preferred alternative.

Oracle UPK and Tutor should be used to a) provide standard documentation of the application, including providing customized content for PVSC workflows and practices; b) provide a means of guaranteeing consistent testing prior to parallel and go live milestones; c) enable 'evaluation' of each PVSC user staff member to assure competency.

A 'Training Budget' needs to be delineated and provided as a component of the proposal; PVSC will bear the cost of training outside of this cost proposal.

The proposer's role for the Training Phases is to:

1. Design a Training Plan
2. Implement the Training process by coordinating PVSC staff enrollment in courses

Training Phases:

- A. Core Team Training
  - a. EBS Functionality
  - b. System Administration and Security
  - c. Custom Reporting / AdHoc query tool
  - d. UPK / Tutor Administration
- B. End User Training
  - a. EBS Functionality
  - b. Custom Reporting / AdHoc query tool
  - c. UPK / Tutor utilization

Date:

Wayne J. Forrest, Executive Director  
Passaic Valley Sewerage Commission  
600 Wilson Avenue  
Newark, New Jersey 07105

Dear Mr. Forrest:

The undersigned hereby submits the enclosed proposal for the position of EBS Implementation Services Provider.

The undersigned hereby undertakes and promises to serve as EBS Implementation Services Provider and to do all work requested as appropriate and required herein as well as the contract documents concerning the same, including all written amendments and changes thereto, if any, which are incorporated herein by reference and made a part of this proposal.

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SIGNATURE

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BUSINESS NAME

---

Type or Print Full Name

---

Title

Date

---

Telephone Number

---

Fax-Telephone Number

## ATTACHMENT A

## CERTIFICATION OF INSURANCE

I HEREBY CERTIFY THAT MY OFFICE CARRIES INSURANCE ADEQUATE TO COVER PASSAIC VALLEY SEWERAGE COMMISSION ("PVSC") AND PROTECT PVSC FOR ANY ERROR OR OMISSION BY THE UNDERSIGNED THAT CREATES LIABILITY TO PVSC. THIS INCLUDES ERRORS AND OMISSIONS POLICY AND ANY OTHER TYPE OF POLICY WHATSOEVER THAT CAN BE UTILIZED TO PROTECT THE INTERESTS OF PVSC. I HAVE ATTACHED HERETO COPIES OF THE DECLARATION PAGES OF EACH SUCH POLICY THAT I ASSERT DOES OR CAN PROTECT ANY ERROR, OMISSION OR ACTIVITY IN WHICH I OR ANYONE FROM MY OFFICE MIGHT ENGAGE ON BEHALF OF PVSC.

I FURTHER CERTIFY THAT THE POLICIES OF INSURANCE THAT ARE CARRIED BY MY OFFICE SHALL CONTINUE TO BE CARRIED DURING THE ENTIRE TERM OF MY APPOINTMENT AS RISK CONTROL AUDIT SERVICES PROVIDER, IN THE EVENT THAT MY OFFICE IS SELECTED TO SERVE IN THAT CAPACITY. IN THE EVENT THAT THE DECLARATIONS PAGE(S) SUBMITTED HEREWITH SHOWS THE POLICY OR POLICIES OF INSURANCE WILL LAPSE DURING THE COURSE OF THE TERM OF MY APPOINTMENT, I WILL PROVIDE TO PVSC A COPY OF THE RENEWAL POLICY DECLARATION PAGE. I FURTHER CERTIFY THAT THE RENEWED POLICY SHALL HAVE THE SAME OR GREATER LIMITS OF LIABILITY AS THE ONE PROVIDED FOR THE BEGINNING OF MY APPOINTMENT.

CERTIFYING OFFICIAL: NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTACHMENT B**

**CONFLICT OF INTEREST CERTIFICATION**

THE UNDERSIGNED CERTIFIES TO PASSAIC VALLEY SEWERAGE COMMISSION ("PVSC"), COUNTY OF ESSEX, STATE OF NEW JERSEY THAT IN PERFORMING SERVICES TO PVSC HE/SHE IS AWARE OF NO CIRCUMSTANCE THAT WOULD CONSTITUTE A CONFLICT OF INTEREST, FINANCIAL OR OTHERWISE, BETWEEN HIMSELF/HERSELF (OR HIS/HER FIRM) AND THE INTERESTS OF PVSC. THE UNDERSIGNED CERTIFIES THAT HE/SHE HAS MADE A SEARCH OF HIS/HER FIRM'S CLIENT BASE AND HAS EXECUTED THIS CERTIFICATION SUBSEQUENT TO SUCH SEARCH.

THE UNDERSIGNED ACKNOWLEDGES THIS IS A CONTINUING CERTIFICATION, AND SHALL REMAIN IN EFFECT FOR THE TERM OF THE SERVICES CONTAINED IN THE SOLICITED REQUEST FOR PROPOSAL. I CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE. I AM AWARE THAT IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE FALSE, PVSC IS FREE TO TERMINATE ANY PROFESSIONAL SERVICES AGREEMENT ENTERED INTO WITH THE UNDERSIGNED AND/OR HIS OR HER FIRM.

Applicant Signature: \_\_\_\_\_

Typed Firm Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT C

I HEREBY CERTIFY THE INFORMATION CONTAINED IN THIS PROPOSAL IS CORRECT AND ACCURATE TO MY PERSONAL KNOWLEDGE. I AM MAKING THIS CERTIFICATION IN GOOD FAITH.

CERTIFYING OFFICIAL:

NAME: \_\_\_\_\_

TITLE \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



# ATTACHMENT D

## State of New Jersey Division of Purchase and Property Two-Year Chapter 51 / Executive Order 117 Vendor Certification and Disclosure of Political Contributions

### For AGENCY USE ONLY

#### General Information

Solicitation, RFP or Contract No. EBS Implementation Services Provider Award Amount \_\_\_\_\_  
Description of Services Professional Services to implement installation and operation of the Oracle EBS Suite Version 12

#### Agency Contact Information

Agency Passaic Valley Sewerage Commissioners Contact Person Thomas A. Fuscaldo  
Phone Number (973) 817-5702 Agency Email tfuscaldo@pvsc.com

#### Part 1: Vendor Information

Full Legal Business Name \_\_\_\_\_  
(Including trade name if applicable)

#### Business Type

☐ Corporation ☐ Limited Partnership ☐ Professional Corporation ☐ General Partnership  
☐ Limited Liability Company ☐ Sole Proprietorship ☐ Limited Liability Partnership

Address 1 \_\_\_\_\_ Address 2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Vendor Email \_\_\_\_\_ Vendor FEIN \_\_\_\_\_

#### Part 2: Public Law 2005, Chapter 51/ Executive Order 117 (2008) Certification

I hereby certify as follows:

1. On or after October 15, 2004, neither the below-named entity nor any individual whose contributions are attributable to the entity pursuant to Executive Order 117 (2008) has solicited or made any contribution of money, pledge of contribution, including in-kind contributions, company or organization contributions, as set forth below that would bar the award of a contract to the vendor, pursuant to the terms of Executive Order 117 (2008).
  - a) **Within the preceding 18 months**, the below-named person or organization has not made a contribution to:
    - (i) Any candidate committee and/or election fund of any candidate for or holder of the public office of Governor or **Lieutenant Governor**;
    - (ii) Any State, county, **municipal** political party committee; OR
    - (iii) Any **legislative leadership committee**.
  - b) **During the term of office of the current Governor(s)**, the below-named person or organization has not made a contribution to
    - (i) Any candidate, committee and/or election fund of the Governor or **Lieutenant Governor**, OR
    - (ii) Any State, county or **municipal** political party committee nominating such Governor in the election preceding the commencement of said Governor's term.
  - c) **Within the 18 months immediately prior to the first day of the term of office of the Governor(s)**, the below-named person or organization has not made a contribution to
    - (i) Any candidate, committee and/or election fund of the Governor or **Lieutenant Governor**, OR  
Any State, county, **municipal** political party committee of the political party nominating the successful gubernatorial candidate(s) in the last gubernatorial election.

**PLEASE NOTE:** Prior to November 15, 2008, the only disqualifying contributions include those made by the vendor or a principal owning or controlling more than 10 percent of the profits or assets of a business entity (or 10 percent of the stock in the case of a business entity that is a corporation for profit) to any candidate committee and/or election fund of the Governor or to any state or county political party within the preceding 18 months, during the term of office of the current Governor or within the 18 months immediately prior to the first day of the term of Office of Governor.

Part 3: Disclosure of Contributions Made

ATTACHMENT D

☐ Check this box if no reportable contributions have been made by the above-named business entity or individual.

Name of Recipient _____	Address of Recipient _____
Date of Contribution _____	Amount of Contribution _____
Type of Contribution (i.e. currency, check, loan, in-kind) _____	
Contributor Name _____	
Relationship of Contributor to the Vendor _____	
Contributor Address _____	
City _____	State _____ Zip _____

If this form is not being completed electronically, please attach pages for additional contributions as necessary. Otherwise click "Add a Contribution" to enter additional contributions.

**Part 4: Certification****ATTACHMENT D**

I have read the instructions accompanying this form prior to completing this certification on behalf of the above-named business entity. I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

**I understand that this certification will be in effect for two (2) years from the date of approval, provided the ownership status does not change and/or additional contributions are not made.** If there are any changes in the ownership of the entity or additional contributions are made, a new full set of documents are required to be completed and submitted. By submitting this Certification and Disclosure, the person or entity named herein acknowledges this continuing reporting responsibility and certifies that it will adhere to it.

(CHECK ONE BOX A, B or C)

- (A) ☐ I am certifying on behalf of the above-named business entity and all individuals and/or entities whose contributions are attributable to the entity pursuant to Executive Order 117 (2008).
- (B) ☐ I am certifying on behalf of the above-named business entity only.
- (C) ☐ I am certifying on behalf of an individual and/or entity whose contributions are attributable to the vendor.

Signed Name \_\_\_\_\_ Print Name \_\_\_\_\_

Phone Number \_\_\_\_\_ Date \_\_\_\_\_

Title/Position \_\_\_\_\_

**Agency Submission of Forms**

The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to [cd134@treas.state.nj.us](mailto:cd134@treas.state.nj.us), or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9<sup>th</sup> Floor, Trenton, NJ 08625. The agency should save the forms locally and keep the original forms on file, and submit copies to the Chapter 51 Review Unit.

**STATEMENT OF OWNERSHIP**  
**NOTICE FOR CORPORATIONS AND PARTNERSHIPS**

## STOCKHOLDER OR PARTNERSHIP DISCLOSURE STATEMENT

Page 17

## ATTACHMENT F

### P.L.1975.C.127 (N.J.A.C. 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE PROCUREMENT, PROFESSIONAL AND SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the

statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**